



MAURA HEALEY
ATTORNEY GENERAL

THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL

ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

(617) 727-2200
www.mass.gov/ago

October 17, 2019

VIA E-MAIL ONLY

Shawn Musgrave
Through MuckRock
50292-42544124@requests.muckrock.com

Re: **Your Public Records Request**

Dear Mr. Musgrave:

I write in response to your March 8, 2018¹ public records request to the Office the Attorney General, in which you request "[t]he agreement reached with Jeffrey Solomon to settle his August 2015 claim." Although our files indicate that we disclosed the requested record to you on April 6, 2018, we enclose it here for your convenience and apologize for any miscommunication that may have occurred.

Very truly yours,

A handwritten signature in black ink, appearing to read "Lorraine A.G. Tarrow", with a stylized flourish at the end.

Lorraine A.G. Tarrow
Assistant Attorney General & Records Access Officer
General Counsel's Office

enclosure

cc: Emalie Gainey, Press Secretary

¹ See Supervisor of Records Regulations at 950 CMR 32.03(3). See also 950 CMR 32.02 and 950 CMR 32.06(2)(e).



RELEASE

In consideration of the promises contained herein, the sufficiency of which is hereby acknowledged, Jeffrey Solomon ("Solomon") agrees as follows:

1. In consideration of the gross total FIFTY-FIVE THOUSAND DOLLARS and zero cents (\$55,000.00) to be paid to JEFFREY SOLOMON by the Commonwealth of Massachusetts (the "Commonwealth"), Solomon hereby remises, releases and forever discharges the Commonwealth of Massachusetts, its agencies, departments (including but not limited to the Department of Public Health), offices, agents, servants, attorneys, assigns, heirs, administrators, directors, and its current and former employees (collectively the "Releasees"), from any and all debts, demands, actions, causes of actions, grievances, suits, dues, sum and sums of money, accounts, bonds, controversies, damages and liabilities, and any and all other claims of every kind, nature and description whatsoever, known or unknown, in law or in equity, including but not limited to any and all claims which were brought or which could have been brought against the Releasees, in any forum including all claims against the Releasees, whether in law or equity, which Solomon or any person or entity on his behalf had, has, or may have in the future, arising from or related to the facts or circumstances in the action entitled *Jeffrey Solomon v. Department of Public Health*, Suffolk Superior Court C.A. No. 1584CV2606.
2. The Commonwealth makes no representations as to the tax consequences of any payment; Solomon is responsible for all tax liabilities and tax consequences of any payment, and the Commonwealth is held harmless as to any tax liabilities of Solomon. The payment will be made less all ordinary and applicable deductions and withholdings as required by law.

3. The Commonwealth makes no representations as to the timing of any settlement payment, and the timing of any settlement payment is subject to the availability of appropriated funds. The Commonwealth is not liable for interest for any delay in payment of any settlement amount. Solomon understands and acknowledges that payments are subject to intercept for outstanding Commonwealth debts, and no claim of failure to pay may be made against the Releasees for honoring intercept claims.

4. This Release is a public document and may be subject to disclosure. This Release may be offered in evidence in any judicial or other proceeding to enforce any of its provisions or for any other lawful purpose.

5. Solomon understands and agrees that this Release is not in any way to be construed as an admission of liability, wrongdoing, or harmful intent on the part of any or all of the Releasees, by whom liability is expressly denied. Solomon further understands and agrees that this settlement and payment, as well as any negotiations associated with it, including all statements or communications by any or all of the Releasees, and their present and former employees, agents, servants, attorneys and assigns, shall not be construed as admissions by any or all of the Releasees, nor shall any statements made in negotiations be introduced in evidence in any administrative or court proceeding.

6. By signing this Release, Solomon expressly acknowledges that he has read this document with care and expressly agrees to execute the Stipulation of Dismissal With Prejudice and Without Costs (the "Stipulation") attached as Exhibit 1 hereto, and agrees to the filing of the Stipulation with the Suffolk County Superior Court.

7. Solomon warrants that he is of legal age and legally competent to execute this Release.

8. Solomon further warrants that he has reviewed the terms of this Release, as well as the Release itself, with his counsel, Victoria Kelleher, 227 Lewis Wharf, Boston, MA 02110.

Solomon acknowledges that the terms of this Release are contractual and not merely recital.

Solomon agrees that he is signing this Release of his own free act and deed.

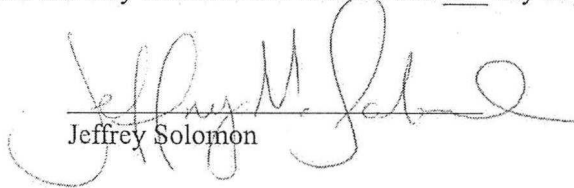
9. This Release is the result of arm's-length negotiations. Since both Solomon and the Releasees contributed substantially, materially, and cooperatively in drafting this Release, it shall not be more strictly construed against any one party than any other.

10. If any one or more of the provisions contained in this Release shall for any reason be found to be invalid, illegal, or unenforceable in any respect, said finding shall not affect the remaining provisions of this Release, which shall be enforceable to the fullest extent permitted by law.

11. This Release constitutes the entire agreement of Solomon and the Releasees, and supersedes all prior agreements, representations, negotiations, and undertakings not set forth or incorporated herein.

[REMAINDER OF PAGE LEFT BLANK]

In witness thereof the undersigned has duly executed this Release this 1 day of DECEMBER 2017.


Jeffrey Solomon

The above named Jeffrey Solomon has this day appeared before me, and has under oath signed this instrument of his own free will.

Sworn and subscribed to me this 1st day of December 2017.


Notary Public Maritssa Oliveira

My commission expires: Aug 19, 2022



MARITSSA OLIVEIRA
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
August 19, 2022

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT

C.A. NO. 15-02606

JEFFREY SOLOMON,

Plaintiff,

v.

MASSACHUSETTS DEPARTMENT OF
PUBLIC HEALTH,

Defendant.

RECEIVED

MAR 09 2018

STIPULATION OF DISMISSAL WITH PREJUDICEOFFICE OF THE ATTORNEY GENERAL
TRIAL DIVISION

Pursuant to Mass. R. Civ. P. 41(a)(1)(ii), all parties stipulate that this action is hereby dismissed, with prejudice and without rights of appeal, with each party to bear its own costs and attorneys' fees.

JEFFREY SOLOMON

By his attorneys,

MASSACHUSETTS DEPARTMENT OF
PUBLIC HEALTH,

By its attorneys,

MAURA HEALEY
ATTORNEY GENERAL

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adam.hornstine@state.ma.us
(617) 727-2200

Date: March 1, 2018

JUDGMENT ENTERED ON DOCKET Mar. 7 2018
PURSUANT TO THE PROVISIONS OF MASS. R. CIV. P. 58(a)
AND NOTICE SEND TO PARTIES PURSUANT TO THE PRO-
VISIONS OF MASS. R. CIV. P. 77(d) AS FOLLOWS

AS
amended